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ATTORNEYS AT LAW
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SUITE 200
WASHINGTON, D C

20006-2973

(202) 393-2266

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RECORDATION NO. 20270-X
FILED
JAN 20 '99 1-30 PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

Adm.
January 20, 1999

Counterparts -
Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of Security Documents Supplement No. 8, dated January 8, 1999, a secondary document as defined in the Board's Rules for the Recordation of Documents

The enclosed document relates to the Restated Security Agreement and Restated Assignment of Lease, previously filed with the Board under Recordation Number 20270-O and 20270-P

The names and addresses of the parties to the enclosed document are:

Borrower DJJ Leasing Ltd.
300 Pike Street
Cincinnati, Ohio 45202

Secured Party BankBoston, N.A.
100 Federal Street
Boston, Massachusetts 45202

A description of the railroad equipment covered by the enclosed document is:

Fifty(50) railcars bearing WPRR reporting marks and road numbers 75000 through 75049. The Lease referred to in the Supplement is being filed under Recordation Number 21984

Mr. Vernon A Williams
January 20, 1999
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the
Surface Transportation Board covering the required recordation fee

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

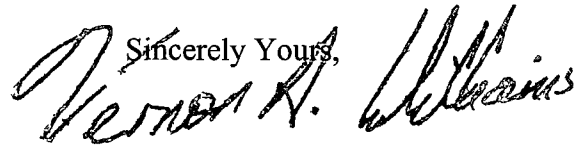
Dear Sir:

The enclosed documents (s) was recorded pursuant to the provisions of 49 U.S.C.

11301 and CFR 1177.3 (c), on 1/20/99 at 1:30 PM , and

assigned recordation numbers (s): 21984 and 20270-X.

Sincerely Yours,



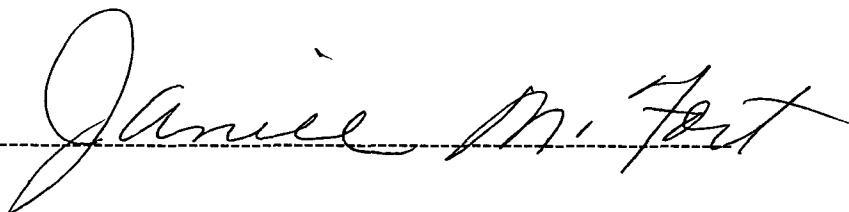
Vernon A. Williams

Enclosure(s)

52.00

\$_____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



SECURITY DOCUMENTS SUPPLEMENT

JAN 20 '99

1-30 PM

SUPPLEMENT NO.8
TO THE
AMENDED AND RESTATED SECURITY AGREEMENT
DATED AS OF DECEMBER 31, 1997
BETWEEN
DJJ LEASING LTD.
(the "BORROWER")
AND
BANKBOSTON, N.A.,
AS ADMINISTRATIVE AGENT
(the "ADMINISTRATIVE AGENT")
AND
TO THE AMENDED AND RESTATED
ASSIGNMENT OF LEASES
BETWEEN
THE BORROWER
AND
THE ADMINISTRATIVE AGENT

WHEREAS:

A. The Borrower, the Lenders party thereto and the Administrative Agent entered into a certain Amended and Restated Revolving Credit and Term Loan Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to lend to the Borrower funds in an aggregate principal amount not in excess of the amount provided therein;

B. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Security Agreement dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

C. Pursuant to the Credit Agreement, the Borrower and the Administrative Agent entered into a certain Amended and Restated Assignment of Leases dated as of December 31, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment of Leases");

D. Pursuant to the Credit Agreement, the Borrower is obligated in order to add Collateral to the Lien created under the Security Documents, to deliver to the Administrative Agent supplements to its Security Agreement and Assignment of Leases (each, a "Security Documents Supplement") describing the properties and assets which shall constitute the Collateral for the Obligations, and it is therefore a condition precedent to the obligation of the Lenders to make or maintain Loans that the Borrower shall execute and deliver to the Administrative Agent this Security Documents Supplement;

NOW, THEREFORE, the parties hereto hereby agree as follows (capitalized terms which are not defined herein shall have the meanings given to them in the Credit Agreement):

1. Each of the Security Agreement and the Assignment of Leases are hereby amended and supplemented by the addition thereto (in addition to any other Collateral added by previous Security Documents Supplements) of the following Collateral: The Eligible Equipment, the Eligible Leases or other Collateral listed or identified on Exhibit 1 hereto.

2. The Borrower represents and warrants as follows:

(i) The Borrower has complied, and as of the date hereof is in compliance with all the terms, covenants and conditions of the Loan Documents; (ii) the representations and warranties contained in the Loan Documents are true and correct in all material respects as of the date hereof with the same effect as if such representations and warranties had been made on the date hereof; and (iii) no Default or Event of Default exists, or would arise as a result of and after giving effect to, the addition of Collateral pursuant to this Security Documents Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 8th day of January, 1999.

DJJ LEASING LTD.

By Paul E. Loebig
Name: Paul E. Loebig
Title: Vice President, CFO

BANKBOSTON, N.A.
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be duly executed this 8th day of January, 1999.

DJJ LEASING LTD.

By Paul E. Loebig
Name: Paul E. Loebig
Title: Vice President, CFO

BANKBOSTON, N.A.
as Administrative Agent

By: Anita Daysham
Name: Anita Daysham
Title: Vice President

TO THE SECURITY DOCUMENTS SUPPLEMENT, DATED AS OF January 8, 1999,
BETWEEN DJJ LEASING LTD. AND BANKBOSTON, N.A., AS ADMINISTRATIVE
AGENT.

ELIGIBLE EQUIPMENT/ELIGIBLE LEASES

<u>Rptg Mark</u>	<u>Car Numbers</u>	<u>AAR Desg.</u>	<u>Contract</u>	<u>Effective Date</u>
WPRR	75000 through 75049	F483	Willamette & Pacific Railroad Inc.	Dec. 11, 1998

STATE OF OHIO)
) ss:
HAMILTON COUNTY)

On this 8th day of January, 1999, before me, personally appeared Paul E. Loebig to me personally known, who being by me duly sworn, says that he resides at 4143 Abbeygate Drive, Dayton, OH and is Vice President, CFO of DJJ Leasing, Ltd., that said instrument was signed on the date hereof on behalf of said limited liability company by authority of its Committee; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.


Notary Public



JAMES H. GOETZ
Notary Public, State of Ohio
My Commission Expires July 25, 2000

STATE OR COMMONWEALTH OF MASSACHUSETTS)

Suffolk COUNTY)

)ss:

On this 11th day of January, 1999, before me, personally appeared Anita M. Ingraham to me personally known, who being by my duly sworn, says that s/he resides at 100 Federal Street and is a Vice President of BankBoston, N.A., that said instrument was signed on the date hereof on behalf of BankBoston, N.A. by authority of BankBoston, N.A.; and s/he acknowledge that the execution of the foregoing instrument was the free act and deed of BankBoston, N.A.


Notary Public

Commission expires 11/27/2003

